

EXHIBIT A

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, OAKLAND

CARDS AGAINST HUMANITY, LLC, a
Delaware limited liability company,

Plaintiff,

vs.

LOFTEK TECHNOLOGICAL CO., LLC, a
California limited liability company;
LOFTKEY TECHNOLOGICAL CO., LLC, a
California limited liability; KRATONIX, INC.,
a California corporation; YANG SHAO, an
individual; TROY JAMES NOWAK, an
individual, SHENGKAI CHEN, an individual,
and DOES 1-50, inclusive,

Defendants.

Case No. 13-CV-00727-YGR

[PROPOSED] CONSENT JUDGMENT

Action Filed: February 9, 2013
Judge: Hon. Yvonne Gonzalez Rogers
Courtroom: 5

WHEREAS, Plaintiff has alleged that Defendants LOFTEK TECHNOLOGICAL CO.,
LLC ("Loftek") and LOFTKEY TECHNOLOGICAL CO., LLC ("Loftkey"), KRATONIX, INC.
("Kratonix"), SHENGKAI CHEN ("Chen"), and YANG SHAO ("Shao") (collectively
"Defendants") engaged in the infringement of Plaintiff's copyright, trade dress and/or trademark

1 rights associated with versions, editions or expansions of "Cards Against Humanity,"
2 specifically, the sale and distribution of counterfeit products within the United States;

3 WHEREAS, Plaintiff initiated this action (United States District Court, Northern District
4 of California, *Case No. CV 13-00727 YGR*) (the "Action") alleging such infringements and other
5 causes of action;

6 WHEREAS, Loftek and Lofkey admit to engaging in the infringing conduct as alleged in
7 the Action, and further admit to liability for such conduct;

8 WHEREAS, Kratonix, Chen, and Shao do not admit to engaging in the infringing
9 conduct as alleged in the Action, and admit no liability for such conduct, but nonetheless consent
10 to entry of judgment as it relates to the permanent injunction;

11 WHEREAS, the Parties have entered into a separate Settlement Agreement and Release
12 (the "Agreement"), dated as of April 1, 2014, settling the dispute giving rise to the Action; and

13 WHEREAS, the Defendants have agreed by Stipulation dated April 1, 2014 that
14 judgment may be entered against them (and be subject to amendment, if necessary).

15 **IT IS ORDERED** that, by consent of Defendants, judgment is hereby entered against
16 Defendants and in favor of Plaintiff CARDS AGAINST HUMANITY, LLC as follows:

17 1. **MONETARY AWARD:** Judgment in favor of Plaintiff against Loftek and
18 Loftkey jointly and severally in the sum of \$150,000.00 (U.S. Dollars). Loftek and Loftkey shall
19 remit payment to Plaintiff on the following terms:

- 20 a. \$50,000.00 (U.S. Dollars) shall be payable on or before April 15, 2014, at
21 5:00 p.m. (EDT);
 - 22 b. \$33,333.33 (U.S. Dollars) shall be payable on or before May 15, 2014, at 5:00
23 p.m. (EDT);
 - 24 c. \$33,333.33 (U.S. Dollars) shall be payable on or before June 13, 2014, at 5:00
25 p.m. (EDT); and
 - 26 d. \$33,333.34 (U.S. Dollars) shall be payable on or before July 15, 2014, at 5:00
27 p.m. (EDT).
- 28

2. **PERMANENT INJUNCTION:** Defendants and their parent companies, subsidiaries, affiliates, successors-in-interest, agents, servants, employees, officers, directors, licensees and assigns, and any and all persons acting in concert or participation with each or any of them, shall be and hereby are permanently restrained and enjoined from directly or indirectly importing, exporting, copying, reproducing, manufacturing, distributing, transporting, maintaining, warehousing, selling, offering for sale, promoting, or advertising any product that infringes, under federal, state or common law, Plaintiff's copyright, trade dress or trademark rights in any version, edition or expansion of the product known as "Cards Against Humanity." The Defendants and their parent companies, subsidiaries, affiliates, successors-in-interest, agents, servants, employees, officers, directors, licensees and assigns shall be and hereby are permanently restrained and enjoined from directly or indirectly enabling, facilitating, permitting, assisting, soliciting, encouraging, or inducing in any way any third party to engage in the actions proscribed by this Paragraph.

3. **RETURN OF COUNTERFEIT GOODS:** Defendants shall deliver to Plaintiff's counsel any and all products, within their respective possession, that infringe upon Plaintiff's copyright, trade dress or trademark rights in any version, edition or expansion of the product known as "Cards Against Humanity," within thirty (30) days of the filing of the Consent Judgment for purposes of destruction.

4. **AMENDMENT OF CONSENT JUDGMENT:** This Consent Judgment may be superseded and amended pursuant to the terms of the Stipulation dated April 1, 2014.

IT IS SO ORDERED.

Dated: _____

Hon. Yvonne Gonzalez Rogers